

The Keyes Company
EXCLUSIVE LISTING AGREEMENT
 For SPECIAL SALES SERVICE



Seller's Name: _____



Property Address: _____

Date: _____

In this Agreement, the terms "you", "your" or "yours" refer to The Keyes Company and, the terms "we", "us", "our", "ours" refer to the undersigned Seller(s) and the term Branch Office refers to your branch office listed below.

1. In consideration of your agreement to use your efforts to find a Buyer for our Property situated in _____ County, Florida, built in year _____ (prior to 1978 if blank) described as follows:

and to list it with other real estate brokers in accordance with the program outlined below, we the undersigned Seller(s) hereby give you, FOR A PERIOD OF TWELVE MONTHS FROM THIS DATE, the exclusive right and authority to find a Buyer for our Property at the following price and terms, or at any other price and terms acceptable to us:

Sales Price: _____

Terms: _____

- A. Interest on encumbrances, taxes, insurance premiums, other expenses, and rents shall be prorated as of the date of closing of sale. Certified improvement liens are to be paid by the Seller, and pending improvement liens are to be assumed by Buyer. The Property is to be sold subject to zoning ordinances and regulations; building restrictions; and conditions, restrictions and easements of public record. Except as set forth in Sellers' Real Property Disclosure Statement signed by Us, Seller represents that Seller knows of no violations of any laws, rules or regulations (including building, zoning and hazardous waste and material laws and regulations) imposed by any governmental authority to which the Property in its existing use is subject, that there is no known contamination of the Property and that the Seller and its agents have done nothing to contaminate the Property.
- B. **Personal Property included:** All fixed items including all landscaping, window screens, window treatments and hardware, wall to wall or attached floor coverings and attached lighting fixtures as now installed on the Real Property. Also included are the following checked items:

- | | | |
|--|--|--|
| <input type="checkbox"/> range | <input type="checkbox"/> oven | <input type="checkbox"/> washer |
| <input type="checkbox"/> disposal | <input type="checkbox"/> trash compactor | <input type="checkbox"/> dryer |
| <input type="checkbox"/> ceiling fans, (number of fans _____), | <input type="checkbox"/> refrigerator | <input type="checkbox"/> security alarm system |
| <input type="checkbox"/> built-in telephone system | <input type="checkbox"/> microwave oven | <input type="checkbox"/> solar equipment |
| <input type="checkbox"/> satellite dishes | <input type="checkbox"/> dishwasher | <input type="checkbox"/> pool cleaning equipment described as follows: _____ |

C. **Additional Personal Property included:** Described as follows:

D. **Personal Property Excluded:** Described as follows: _____

E. **Personal Property included but subject to lease:**

- security alarm system, propane tanks, solar equipment, satellite dishes,
 other: _____

2. When a Buyer¹ is found for our Property, we agree to enter into a contract with the Buyer, the form of which may be your customary contract, the Florida Association of Realtors' current contract, or the local Association of Realtors' contract. Copies of the contract forms are available to us upon our request. The contract will include the terms and conditions of sale, the customary provisions regarding Seller delivering to Buyer title evidence; the examination thereof by the Buyer, Buyer's right to inspect the physical condition of the Property and applicable information regarding the Property and its operations and to conduct an environmental audit to determine the presence of any hazardous materials or waste, and the Seller's curing of any defects therein; and the Buyer's forfeiture of any deposit in the event of Buyer's breach of the Agreement. We agree to execute and deliver to Buyer a Statutory Warranty Deed conveying to Buyer a good, marketable and insurable title to the Property, free and clear of all liens and encumbrances except as set forth in this Agreement. If sale terms include the assumption or transfer of an existing mortgage and the mortgage charges a fee for the assumption or transfer, we agree to pay one-half of any such fees.
3. In consideration of this Agreement, you, The Keyes Company, agree:
 - A. To use your efforts, at your expense, to find a Buyer for the Property.
 - B. To publish the Property in the multiple listing service of the Local Association of Realtors for the area in which our Property is located.
 - C. To advertise the Property, its description, external and internal views of the property, the listing terms, and the terms of any sale of the Property, as you deem advisable in the local newspaper or other media, including the Internet.
 - D. To notify other real estate brokers selected by you that the Property is for sale upon the above terms and conditions.
 - E. To furnish general information regarding the Property and the terms of sale when requested by any cooperating real estate broker, and to assist cooperating brokers in the sale of the Property when you are requested to do so.
 - F. When received from us, to pay promptly a portion of your commission to the licensed real estate broker who cooperates with you in finding a Buyer or tenant for the Property, regardless of whether such cooperating broker is acting as agent or transaction broker for the buyer.
4. In consideration of this Agreement, we, the Sellers, jointly and severally agree:
 - A. To pay you a commission of 6.0% 7.0% 7.5% _____% of the sales price of the Property or any interest therein including but not limited to joint-venture and partnership interests, plus applicable sales tax in accordance with this Agreement. Your commission is to be paid whether the Buyer is found by you, by us or by any other person at the price and terms set forth above or at any other price or other terms acceptable to us including any voluntary or involuntary (condemnation) transfer for consideration; or if, we agree to sell or otherwise transfer for consideration the Property or any interest therein within 180 days after the expiration of this Agreement to a Buyer to whom you, we or any other person submitted the Property for sale during the term of this Agreement, or if we prevent your performance under this Agreement.
 - B. To pay you an administrative brokerage fee in the amount of \$299.00 at the closing of the sale of the Property.
 - C. **We have reviewed the information contained in the above description of the Property and represent to you that it is correct and we know of no adverse fact materially affecting the value of the Property, unless set forth in your Sellers' Real Property Disclosure Statement signed by us which is incorporated herein by reference.** Upon receipt of the listing brochure, we will promptly review it and will notify you in writing of any inaccurate statements contained in it. Until you receive our written notice, you may rely upon the information contained in the brochure.
 - D. We agree _____ do not agree _____ **[initial one]** that if the Property is a single family residence at our expense to provide the buyer at the time of the closing of Our sale with an American Home Shield (AHS) home warranty contract with seller/buyer coverage on our Property for one (1) year; and we authorize you to include this warranty program offer in your advertising of our Property. We understand that an American Home Shield home warranty contract repairs or replaces an existing home's *covered* systems and major built-in appliances that break down due to normal wear and tear during the policy period; that

¹ As used herein, the term "Buyer" includes the successors, assigns or Affiliates of a Buyer, and any person acting for or on behalf of a Buyer, or if more than one Buyer, then on behalf of any Buyer.

there are limitations and conditions applicable to the home warranty program described in the current AHS home warranty brochure the terms of which are incorporated herein by reference; that the use of the warranty program is not a substitute for our disclosure of known defects in the condition of our property that are required; that you will receive a fee from AHS in conjunction with our enrollment in the warranty program; that there are other providers available with similar services and that we are free to shop around to determine for ourselves that we are receiving a competitive price for the warranty program.

- E. We agree _____ do not agree _____[initial one] that if under the terms of the Purchase and Sale Contract accepted by us during the term of this Agreement we are required at our expense to provide title insurance to the Buyer, Keyes Title Services shall issue such title insurance on our behalf. **We understand that You have an indirect 50% ownership interest in Keyes Title Services through one of your subsidiaries, that because of this relationship, a referral to Keyes Title Services may provide You with a financial or other benefit, that there are other providers available with similar services and that we are free to shop around to determine for ourselves that we are receiving a competitive price for these services.**
 - F. *We are the owners of the Property and the undersigned are authorized to enter into this Agreement on behalf of all of the owners of the Property and to convey title to the Property to a Buyer in accordance herewith, and we hereby give you a lien in our real Property described above to secure payment of your fees.*
 - G. We agree to cooperate with you in making our Property available for showing to brokers and prospective Buyers at reasonable hours. Unless otherwise stated herein, you may release the key to the Property to the listing salesperson and any cooperating broker for the purpose of showing the Property and you may utilize a lock system to facilitate the showing of the Property by other brokers. We take all reasonable precautions to prevent damage or loss to our Property when making it available for showing and we understand that damage or loss may occur as a result thereof and we release you from all liability and responsibility in connection with any loss or claim that may occur in showing our Property, from advertising our Property.
 - H. We agree to refer immediately to you all inquiries of brokers or other persons interested in buying, exchanging or leasing the Property.
 - I. We authorize you to place your "For Sale" sign on the Property, and to place a "Sold" sign thereon prior to the closing of our contract for sale and purchase, and to advertise the Property, including interior and exterior views, in accordance with this Agreement.
 - J. If, because of a change in our circumstances, we decide not to sell our Property, we may withdraw this Agreement by giving you seven days prior written notice of withdrawal; in the event we agree to sell the Property after that date of withdrawal but before the original expiration date of this Agreement; or within 180 days thereafter to any person to whom you, we, or any other person submitted the Property for sale prior to the original expiration date, then we will pay you your commission. If we terminated this Agreement for any reason other than your failure to abide by it, we shall pay you a fee for your services equal to your commission based upon the sales price set forth in this Agreement.
 - K. If during the term of this exclusive listing we lease or sublease the Property or any part thereof, we will pay you, in full, at the commencement of the lease term, and any renewals, thereof, or new leases with any such Tenant, a leasing commission at your standard leasing commission of ten percent of the gross rent. If during the term of the lease, or any renewals or substitutions thereof, the Lessee, his successors, or assigns buy the Property or any part thereof, we will pay you your sales commission less any unearned leasing commission received by you. If we trade or exchange our Property or any part thereof, you may represent and receive commissions from both parties to the trade or exchange, but our commission obligation to you shall be limited to the amount stated in this Agreement.
5. As our real estate broker you are authorized to accept, receipt for and hold until closing all money paid as a deposit or binder on any such sale of our Property, and if such deposit is forfeited by the Buyer, you are entitled to receive one-half of such deposit or any other deposit (not to exceed your full commission) for finding the Buyer. If any dispute arises between Buyer, Seller or Broker as to the final disposition of a deposit, you may institute any action permitted under Chapter 475, Florida Statutes to determine who is entitled to it, and the cost of that action including reasonable attorney's fees incurred by you for filing such action shall be paid out of the deposit. You may request the issuance of an Escrow Disbursement Order from the Florida

Real Estate Commission notwithstanding the arbitration provisions of this or any other Agreement, and in such event we agree to be bound by such Order.

6. Where applicable, plural pronouns shall include singular pronouns and the use of any gender shall include all genders. The contract shall be binding on both parties, their heirs, executors, administrators and assigns and shall be governed by the laws of the State of Florida.
7. *We understand that you and other cooperating brokers are independent contractors and not our agents and that the performance of your services under this or any other agreement or transaction is not subject to our control regardless of any other designation or description in this or any other document or agreement to the contrary and that you are acting as a transaction broker as defined below; that neither your sales personnel nor cooperating brokers are authorized to make, modify or alter this or any other Agreement on your behalf, that they are each solely responsible for their own statements, representations and actions; that you will not investigate, screen or otherwise verify the social, financial or employment background of any party to any transaction and make no representation regarding same; that you may be employed as a broker by the Buyers of Property presented to us and that you may be employed by other Sellers to sell similar Property for them during the term of this Agreement.*
8. Any controversy or claim arising out of or relating to this Contract, or any transaction contemplated by it, including but not limited to escrow disputes and any debt collection issues, prior to the expiration of the applicable statute of limitations shall be settled by domestic, and not international, arbitration in the county wherein the property or your Branch Office is located in accordance with the Arbitration Rules for the Real Estate Industry of the American Arbitration Association. However, the arbitrator shall be approved by all parties and shall have no authority to modify, alter or amend the terms of this Contract or to award any remedy or relief contrary to the express terms of this Contract. Discovery shall take place in accordance with the Florida Rules of Civil Procedure. The attorneys of record for the respective parties, who shall be members in good standing of the Florida Bar, shall be appointed as umpires for the limited purpose of issuing subpoenas for such discovery and for the final hearing upon filing of a notice of appearance of such attorney with the American Arbitration Association; all disputes related to such subpoenas or other discovery requests shall be resolved by the arbitrator(s). The parties may, by agreement, designate any person to act as neutral arbitrator and at the request of any party, the dispute shall be heard by a panel of three neutral arbitrators, the cost of which shall be shared equally between the parties. The arbitrator's award shall be based upon the greater weight of the evidence and shall state the specific factual finding made and contractual authority upon which it is based.
9. *It is agreed that you are not an insurer of the sale of our Property and your fee is based solely upon the value of your services described in the Agreement; if at any time you should become liable by virtue of this Agreement or the transactions contemplated by it whether due to your negligence, intentional conduct or otherwise, your liability is and shall be limited to a sum not to exceed \$250.00 or the commission received by you as a result of this Agreement or such transaction whichever is greater and this sum shall be complete and exclusive.*
10. This Agreement is the complete and final expression of the understandings between the parties, you have agreed to perform only the services stated herein and there are no other agreements, representations, statements or warranties, expressed or implied, oral or written, of any kind upon which the parties have relied unless reduced to writing and attached to this Agreement. The terms of this Agreement may not be modified or waived unless such modification or waiver is in writing and signed by the party bound thereby. The language of this Agreement shall be construed according to its plain meaning and not strictly for or against either party.
11. You will send all notices to us at our mailing address stated below and we will send all notices to you, attention listing supervisor, at your address listed below with a copy to your Branch Office. Either party may change their mailing address by sending written notice to the other in accordance herewith. ***If we believe you have failed to abide by this Agreement, we will give you written notice thereof and thereafter you shall have 15 days within which to cure such failure. FAILURE TO GIVE YOU SUCH WRITTEN NOTICE SHALL WAIVE OUR OBJECTION.***

DISCLOSURE OF KNOWN DEFECTS BY THE SELLER

12. We acknowledge and understand that under Florida law where the owner of improved residential Property knows of facts materially affecting the value of the Property which are not readily observable the owner is

under a duty to disclose them to the buyer/tenant. The failure to disclose such known facts constitutes fraud and may result in substantial liability as well as significant legal expense to the owner.

13. In order to comply with Florida and Federal law and to reduce the risk of such liability exposure, THE KEYES COMPANY urges the owner to disclose in Keyes Owner's Disclosure Statement all adverse facts known to the owner which may affect the value of the Property, and the presence of any lead-based paint hazard.
14. As our broker under this listing Agreement, THE KEYES COMPANY will not conduct a physical inspection of the Property to discover concealed defects or the presence of any lead hazard or other toxic substances, nor will it examine the public records to determine the Property's compliance with applicable zoning and building codes and other laws. Accordingly, THE KEYES COMPANY relies upon our written disclosure of all such known facts as set forth in the Keyes Owner's Disclosure Form signed by us, will utilize our disclosure in the marketing of our Property and THE KEYES COMPANY expressly disclaims any responsibility for the accuracy or completeness of our disclosure. Any representations to the contrary cannot be relied upon.
15. **We understand** that under Federal Law, 42U.S.C.4852(d) and the regulations of the Department of Housing and Urban Development, and the Environmental Protection Agency , promulgated thereunder, 35 C.F.R. sections 35.88;35.90 and 35.92; and 40 C.F.R. section 745.107, the **owner** of any interest in residential real Property built prior to 1978 **is required (1) to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the owner's possession, (2) to notify the buyer/tenant of any known lead-based paint hazards, (3) to provide the buyer/tenant with an EPA approved lead hazard information pamphlet such as *Protect Your Family From Lead in Your Home*, and (4) to disclose the same information to each person employed to sell or lease such housing (broker), including such information as the basis for the determination that lead-based hazards exist, the location of the lead-based paint hazards and the condition of the painted surfaces, and WE AGREE TO DO SO.**

COMPLIANCE WITH FAIR HOUSING LAWS

16. We understand that under the 1968 Fair Housing Act as amended we are required to sell (or lease) our residential Property to a qualified person regardless of race, color, creed, national origin, family status, handicap or sex and we agree to do so.

TRANSACTION BROKER NOTICE

As a transaction broker, THE KEYES COMPANY and its Associates, provide to you a limited form of representation that includes the following duties:

- A. Dealing honestly and fairly;
- B. Accounting for all funds;
- C. Using skill, care, and diligence in the transaction;
- D. Disclosing all known facts that materially affect the value of residential real Property and are not readily observable to the buyer;
- E. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
- F. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying Property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
- G. Any additional duties that are entered into by this or by separate written agreement.

| | |
|---|--|
| RELOCATING? Will your next move be out of this area? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If "yes" – where? _____ | |
| Has your sales associate told you about our Relocation Service? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Would you like more information regarding this service? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

